

10 April 1964
Refer: SD-633


25X1A

To: 

Subject: Contract FI 6555
Field Engineering Services
"A" Follow-on Program

Dear Art:

Enclosed please find three (3) copies of subject contract, executed on behalf of FCIC. This contract has been accepted by FCIC subject to amendment as discussed with you via telecon on Tuesday, April 7, 1964.

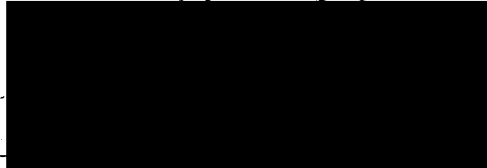
25X1A Inasmuch as this is a labor/hour contract, and the total funds allotted, in the amount of  cover a level of effort for direct labor, travel, subsistence, and car rental; it is requested that a statement be incorporated in this contract indicating that the level of effort for the man hours listed below, in addition to the travel, subsistence, and car rental cost referenced therein, constitutes FSDS' maximum obligation, and any additional labor hours expended over and above the total listed below would be subject to negotiation.

Engineer	2,692 hours
Senior Engineering Tech	1,344 hours
E & D Tech	1,344 hours

Upon your review and approval, I would appreciate your amending subject contract accordingly.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact me.


Very truly yours,



25X1A

aw
Enc.

DOCUMENT NO. 28
NO CHANGE IN CLASS. ☐
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S 2011
NEXT REVIEW DATE: 8 2011
AUTH: HR 70-2
DATE: 10688 REVIEWER: 010956



~~SECRET~~ HANDLING

No. 64-042


NEGOTIATED CONTRACT

Contract No. FI-6555

Fairchild Space & Defense Systems
A Division of Fairchild Camera & Instrument Corporation
Syosset, New York

25X1A

Contract For: Field Services

Negotiated Price 

Mail Vouchers To: Contracting Officer

Effective Date: 2 March 1964

This contract is entered into, by and between the United States of America hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties of this contract shall be subject to and governed by the Schedule, Statement of Work and the General Provisions, as amended, which together with this signature page and the accompanying certificate comprise this contract No. FI-6555. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of April 10, 1964.

25X1A

~~SECRET~~ HANDLING



AUTH: 
DATE: 1964 REVIEWER: 010958

~~SECRET~~ HANDLING

SECRET

Contract No. FI-6555

CERTIFICATE

25X1A

I, _____, certify that I am
the _____ Secretary _____ of the Corporation named as
Contractor herein; that _____ 25X1A who
25X1A signed this contract on behalf of the Contractor was then _____
_____ of said Corporation; that said contract was duly
signed for and in behalf of said Corporation by authority of its governing
body, and is within the scope of its Corporate powers.

25X1A

(Corporate Seal)

SECRET [REDACTED] [REDACTED]

SPECIAL HANDLING

Contract No. FI-6555

INDEX TO SCHEDULE

	<u>Page</u>
PART I - SERVICES TO BE PERFORMED	4
PART II - CONSIDERATION AND PAYMENT.	4
PART III - PERIOD OF PERFORMANCE.	5
PART IV - SUPERVISION, UTILIZATION AND ADMINISTRATION.	5
PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS	6
PART VI - SPECIAL SECURITY RESTRICTIONS.	6
PART VII - ANTICIPATORY COST.	6
PART VIII - MONTHLY REPORTS.	6
PART IX - ALTERATIONS.	7

SPECIAL HANDLING

SPECIAL HANDLING

SCHEDULE

PART I - SERVICES TO BE PERFORMED

The Contractor shall furnish Field Engineering Services on four "A" Follow-On No. 2 Satellite Mapping Camera Subsystems as set forth in the attached Statement of Work, FES No. 1 dated 25 September 1963.

PART II - CONSIDERATION AND PAYMENT

a. In consideration of the Contractor's performance of the services hereunder, the Contractor shall be paid at the rates hereinafter set forth in accordance with the clause entitled "Payments" of the General Provisions.

b. For work and services performed by Contractor's personnel the Contractor shall be paid applicable hourly rates as follows:

25X1A

Engineer
Senior Engineering Technician
E&D Technician



The foregoing rates include overhead, G&A and profit also premium for overtime worked including any work performed on Saturday, Sunday or legal holiday.

c. The Contractor shall be reimbursed for travel, subsistence and car rental as follows:

Travel. Actual costs, including G&A, in an amount not exceeding \$4,485.00

Subsistence. \$18.00 per day, including G&A, in an amount not exceeding \$13,910.00.

Car Rental. Actual costs, including G&A, in an amount not exceeding \$1,437.50.

Profit shall not be applied to travel, subsistence or car rental.

25X1A

d. As of the date of execution of this contract there has been allotted for payment under this contract the amount of [REDACTED]. The total amount payable to the Contractor under this contract shall not exceed this amount without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allotted funds above have been expended.

SPECIAL HANDLING

PART III - PERIOD OF PERFORMANCE

The Contractor shall provide the services called for hereunder from 2 March 1964 through 16 August 1964 however, the terms of this contract may be extended by mutual agreement.

PART IV - SUPERVISION, UTILIZATION AND ADMINISTRATION

a. Contractor personnel must at all times be deemed employees of Fairchild Space & Defense Systems and under administrative control of the Contractor. However, such personnel in the performance of their services shall be guided by and comply with the directions and requirements of the Contracting Officer or persons designated by him under whose authority services shall be performed in a manner satisfactory to the Contracting Officer.

b. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them informed of all improvements, changes and methods of operations.

c. Contractor personnel, upon assignment, will be subject to call 24 hours a day.

d. The Contractor shall be required to furnish a replacement for any Contractor personnel who may be returned to the Contractor's plant or become incapacitated or die or otherwise be unable to complete performance hereunder prior to the expiration of the period of performance, unless otherwise agreed upon by the parties hereto.

e. The Contractor shall furnish all necessary equipment, salaries and wages of its personnel, all costs of subsistence and lodging, costs of passports, insurance, and any and all other costs in connection with the services to be rendered hereunder. The Government will provide Contractor with office space at IMSC A/P.

f. The Contractor, promptly after receipt of official notice from the Contracting Officer that the services of Contractor personnel are required hereunder, shall furnish in writing to the Contracting Officer the name of each person assigned by the Contractor under this contract, his qualifications, his security clearance, and such other pertinent information as the Contracting Officer may request. The Contractor shall have the right to replace or transfer its personnel and to substitute other qualified personnel in lieu thereof; provided, however, that such transfers or reassignments will not be due cause for a break in services rendered and that such replacements or transfers have been coordinated with the Contracting Officer. Any transfers or reassignments for the convenience of the Contractor, including travel and training cost of replacement personnel, shall be at the Contractor's own expense. Transfer and reassignments of personnel shall be construed as being for the convenience of the Contractor unless directed or approved by the Contracting Officer or his authorized representative. The selection of personnel by the Contractor shall be subject to approval of the Contracting Officer.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters; the Contractor shall call the attention of the Contracting Officer to such conflicts and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing except that approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clause of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature of any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters. And, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - ANTICIPATORY COST

All costs which have been incurred by the Contractor on or after 2 March 1964 in anticipation of and prior to the signing of this contract and which if incurred after the signing of this contract would have been considered as items of allowable costs hereunder will be accepted by the Contracting Officer as costs under this contract.

PART VIII - MONTHLY REPORTS

The Contractor will submit an informal TWX report on the first day of each month summarizing accumulative costs incurred against the contract in the following categories: Direct labor, travel, subsistence and car rental.

SPECIAL HANDLING

PART IX - ALTERATIONS

The General Provisions of this contract are amended as follows:

- a. Subparagraphs b and c of Clause 4 are hereby deleted.
- b. Clause 19 is hereby deleted in its entirety.
- c. Clause 20 is hereby deleted in its entirety.
- d. Subparagraphs a, c, and d of Clause 21 are hereby deleted.